

**1. DEFINITIONS**

In this agreement the following expressions shall have the following meanings:-

- 1.1 The "Owner" and the "Company" is Assured Equipment Services Pty Ltd  
ABN: 88 146 025 756
- 1.2 The "Hirer" is the person, business or corporation hiring equipment from the Owner;
- 1.3 The "Equipment" and the "Hired Goods" means all equipment, plant, tools, accessories, parts and motor vehicles supplied to the Hirer.

**2. INSPECTION**

The Hirer has inspected the equipment prior to taking possession of the equipment and:-

- 2.1 Is satisfied that the equipment is clean, in good repair and in safe working order;
- 2.2 Is aware of the proper use for which the equipment is designed and is satisfied that it is suitable for the purpose required;
- 2.3 Is satisfied with the instructions given in the proper and safe manner of using the equipment and is familiar with its proper and safe use.

**3. USE OF EQUIPMENT**

The Hirer agrees that the equipment is to be used:-

- 3.1 In a skilful and proper manner;
- 3.2 For the purpose and within the capacity for which it was designed;
- 3.3 For legal purposes or in a legal manner and the Hirer will comply at its own expense with requirements of all Government Authorities in relation to the equipment;
- 3.4 At the address provided by the Hirer and the equipment is only to be removed from this address for the purpose of returning it to the Owner;
- 3.5 By the Hirer or suitably competent employees or, with the approval of the own competent, certified or licensed operator.
- 3.6 The driver of the towing vehicle must not be under 23 years of age or those with less than 2 years practical Australian driving experience (within the last 5 years) for this class of vehicle (which does not include any time during which a learners permit has been held).

**4a. PERIOD OF HIRE**

The period of Hire shall commence from either:-

- 4.1 The commencement date and time as shown overleaf or on Invoice provided; or
- 4.2 The time when the equipment is delivered to the Hirer at the address contained overleaf, whichever is the earlier; and shall terminate
- 4.3 At the time when the equipment is returned to the Owner; or
- 4.4 At the time the Hirer notifies the Owner that the equipment is ready for collection by the Owner. Such notification will be deemed to have been properly given only when the Hirer has received Confirmation from a member of the office hire control staff to the Owner, an off hire confirmation;
- 4.5 This period of hire shall terminate on whichever, is the later event of 4.3 or 4.4. Notification by the Hirer that the equipment is ready for collection and the receipt by equipment until it is collected by the Owner.

**4b. RETURN OF EQUIPMENT AND TERMINATION**

The Hirer agrees to return this equipment to the Owner during regular business hours. The Owner may terminate this agreement at its sole discretion and the Hirer authorises the Owner and servants to enter upon such land as may be necessary to recover the equipment.

**5. HIRING CHARGES**

The Hirer will pay the hire charges at the rate and in the manner specified during the hire period. The Hirer schedule of rates may be subject to alteration by mutual agreement between the Hirer and Owner if the agreed period of hire is altered in any way by the Hirer. Hiring Charges will continue until the Equipment is returned or collected from the Hirer in a Clean and serviceable condition and the owner has accepted the goods. All time is chargeable inclusive of Saturday, Sundays and Public Holidays.

Charges are based on time out not time used;

- 5.1 One day's hire is for eight (8) hours work in twenty four (24) hours and extra shifts are chargeable. (Not Applicable for Hazardous Dust Removal Equipment)
- 5.2 One week is seven (7) consecutive days including weekends and holidays;
- 5.3 Extra days are charged at 1/5th of the weekly rate. (Not Applicable for Hazardous Dust Removal Equipment)

If damage is caused at the fault of the Hirer while in the Care Custody and Control of the Hirer and the damage caused restricts the owner from the ability to Hire the Equipment the owner holds the right to be able to charge the loss of income incurred to the Hirer.

- 5.4 (i) For Hazardous Dust Equipment the minimum hire is 3 Days
- 5.4 (ii) If the Hire of Hazardous Dust Removal Equipment is for more than 7 days (1 Week) the applicable weekly day rate will apply until the Equipment is returned unless otherwise agreed upon.

**6. LATE RETURN**

If the equipment is not returned at the end of the hire period, the Hirer will be charged an additional rate for an extra day or part thereof.

**7. DELIVERY AND COLLECTION**

Hire Charges is not inclusive of Carriage. If the Hirer requests the Owner to deliver, install or collect the equipment, the Hirer agrees to pay the Owner all of the Owner's reasonable expenses occurred in the complying with this request in addition to the hire charges. These expenses may include costs due to any delay incurred, or additional labour performed due to the Hirer's failure to arrange access to collect the Equipment

**8. LOADING AND UNLOADING EQUIPMENT**

The Hirer is responsible for loading and unloading equipment. If an employee of the Owner assists in the loading or unloading of the equipment the Hirer agrees to indemnify the Owner for any property damage or personal injuries in relation to this assistance whether or not due to negligence.

**9. EQUIPMENT MAINTENANCE**

The Hirer agrees to:-

- 9.1 Keep and maintain the equipment in a clean condition and good repair and working order;
- 9.2 Service the equipment in a skilful and proper manner and to supply all oil and grease necessary for operation of the equipment at its own expense.
- 9.3 Give the Owner access to the equipment for inspection at any reasonable time without the Owner giving prior notice.

9.4 Advise the Owner of any damage to the Owners Equipment at the earliest time and follow clause 10.

**10. EQUIPMENT FAILURE**

If equipment becomes unsafe or in a state of disrepair, the Hirer agrees to immediately discontinue use of equipment and to notify the Owner immediately. The Hirer will on no account attempt to repair the equipment without the consent of the Owner and will immediately returned the equipment to the Owner's premises if require to do so by the Owner. If the failure is caused by reasonable wear and tear and for no other reason including the Hirer's negligence or misuse, the Owner agrees, in its discretion, to:-

- 10.1 Repair the equipment within a reasonable time;
- 10.2 Make similar equipment available, or
- 10.3 Adjust the rental charge.

The Owner shall in no circumstances be liable for any loss sustained by the Hirer while the Equipment is held in the Hirer's Care Custody and Control

**11. ACCIDENT**

The Hirer will immediately notify the Owner of any accident involving its equipment.

**12. CLEANING AND REPAIR**

If the equipment is not returned in a clean condition or in good repair and working order (fair wear and tear excepted) the Owner may at its absolute discretion charge the Hirer for all reasonable costs of cleaning the equipment, restoring it to good repair and working order, or replacement of equipment which cannot reasonably be repaired.

**13. LOSS**

The Hirer will be liable for the cost of replacement or equipment lost or stolen while in its possession, The Hirer agrees to advise the owner immediately of the loss, theft or damage.

**14. PAYMENT**

For non-account clients payment in advance for the hire term is required and for long term hires payment of 1 week in advance is required to be maintained. Hire, delivery, installation and collection charges or other charges where applicable are payable on strictly net cash terms unless otherwise specified. Where credit is extended terms are thirty (30) days from end of month of invoice.

**15. LATE PAYMENT**

Interest is payable on any amounts outstanding at the end of the hire period at the rate of 10% per annum.

**16. COLLECTION COSTS**

The Hirer agrees to pay all reasonable costs of collection or legal proceedings brought to recover any amounts outstanding after the end of the hire period.

**17. PURCHASE ORDER**

The use of your purchase order number for this Hire Agreement is for your convenience and identification only. Absence of a purchase order number shall not constitute grounds for not payment of rental charges when you have had possession, or the right to possession of the hired equipment.

**18. SUBLEASE, LOANS OF EQUIPMENT AND ASSIGNMENTS**

The Owner may not assign its rights under this agreement with the Hirer's permission and will remain bound by its terms. The Hirer may not sublease or loan the equipment without the Owner's written permission and any purported assignment shall be void.

**19. EXCLUSION OF WARRANTIES**

This contract contains no express or implied warranties other than those which appear in this agreement. No warranty is given that the equipment is suited for its intended use. The Hirer warrants that it has made its own independent inspection and has not relied on any representation by the Owner.

**20. INDEMNITY**

The Hirer agrees to accept full responsibility for all claims in respect of any injury to person, loss of productivity or loss or damage to property, arising out of the delivery, servicing, storage, possession, use or failure of the equipment during the hire period whether or not due to the negligence of the Owner, its employee or agent or any other person and agrees to indemnify the Owner and HOLD HARMLESS with respect to these claims, The Hirer will not allow any lien to be created over the equipment nor sell, transfer, mortgage or charge the equipment and will indemnify the Owner against any losses or expenses incurred as a result of its loss of possession of the equipment for any of these reasons.

**23. SEVERABILITY**

The provisions of this contract shall be severable, so that the invalidity, unenforceability, or waiver of any of the provisions shall not affect the remaining provisions.

**24. LIMITS OF LIABILITY**

The owner will not be liable for any delays caused by any circumstances beyond our reasonable control. We will not be liable for any indirect loss, loss of business profits, savings the Hirer was expected to make, wages, fees or expenses, due to late delivery, non delivery, unsuitability breakdown or stoppage of equipment.

**25. INSURANCE AND YOUR RESPONSIBILITY FOR LOST STOLEN OR DAMAGED EQUIPMENT**

You will pay to us the replacement cost of any Equipment which is lost stolen or damaged beyond economic repair. You are advised to Insure the Equipment on this basis.

**26. JURISDICTION**

The law relating to this agreement shall be the law of the State of Queensland. I hereby declare that I have read, acknowledge and accept all the above terms and conditions of this hire agreement.

**FULL NAME OF HIRER:**

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**SIGNATURE OF HIRER:**

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**DRIVERS LICENCE NO:**

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**DATE SIGNED:**

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